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July 14, 2003

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VIA HAND DELIVERY

Hon. Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc. Pursuant to the
Telecommunications, Act of 1996
Docket No. 03-00119

Dear Chairman Tate:

Enclosed are the original and fourteen copies of the revised joint Issues Matrix. Issue 65(b), which was shown as an open issue on the joint Issues Matrix filed on July 11, 2002, has been settled and is now shown as closed. Copies of the enclosed are being provided to counsel for DeltaCom.

Very truly yours,

Guy M. Hicks

GMH:ls

**ITC\DELTACOM/BELLSOUTH
2003 ARBITRATION ISSUES MATRIX
TRA Docket No. 03-00119
Updated July 11, 2003**

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
1	<p>Term of the Agreement (GTC – Section 2.1,2.3 – 2.6):</p> <p>a) Should the parties continue to operate under the Commission-approved interconnection agreement pending the Commission's ruling on the arbitration?</p> <p>b) If so, what should be the length of the term of the agreement resulting from this arbitration?</p>	<p>a) Yes. DeltaCom should be permitted to continue under an existing Commission approved agreement pending any arbitration decision. It is a greater hardship to DeltaCom to move to a completely new contract than for Bell to simply continue under the existing agreement. The current interconnection agreement provides that the parties will continue to operate under the existing agreement.</p> <p>b) Five years. Three years is too short. The parties literally executed the last four agreements in early 2002 and turned around a month or two later to start new negotiations for a new agreement.</p>	<p>a) Not indefinitely. The parties should operate under the provisions of the expired Agreement for no more than 180 days after the expiration date. Combined with the re-negotiation provisions, this gives the parties approximately 15 months to enter into a new Agreement, either through negotiation or arbitration. Subsequent to the 180-day period, the parties should default to BellSouth's Standard Interconnection Agreement. It is unreasonable to require the rates, terms and conditions of the expired Agreement to continue to apply as it stifles BellSouth's ability to implement new processes or forces BellSouth to maintain old processes to be performed manually.</p> <p>b) The term of the new Agreement should be no more than 3 years. This is consistent with the three year timeframe set by the FCC for review of its rules under Section 251.</p>	Open

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2	<p>Directory Listings (GTC – Section 4; Attachment 6 – Section 2.2.2):</p> <p>a) Is BellSouth required to provide DeltaCom the same directory listing language it provides to AT&T?</p> <p>b) Is BellSouth required to provide an electronic feed of the directory listings of DeltaCom customers?</p> <p>c) Does DeltaCom have the right to review and edit its customers' directory listings?</p> <p>d) Should there be a credit or PMAP measure for accuracy of directory listings and, if so, what should the credit or PMAP measure?</p>	<p>a) DeltaCom should have access to its end user customer listings in a reasonable time prior to publication in the BellSouth Directory. BellSouth sends the listings to BAPCO and DeltaCom should be able to verify that they have been accurately submitted.</p> <p>b) CLECs' listings are commingled with the BellSouth listings, but distinguished by the OCN. These should be extracted prior to book print for review. An electronic comparison of what was submitted versus what is being printed is in the best interest of both parties.</p> <p>c) Yes. Since DeltaCom is blind to the actions between BellSouth and BAPCO, and bears the financial responsibility to its end user, DeltaCom must be able to validate the accuracy of the listings.</p> <p>d) BellSouth will only return the monies collected/billed for the white page listings. Since Advertising dollars in the Yellow Pages (BAPCO) are not covered, BellSouth should be required to meet a Performance Standard.</p>	<p>a) Adoptions pursuant to 47 USC § 252(i) are limited to network elements, services, and interconnection rates, terms and conditions and do not apply to other aspects of the Interconnection Agreement that are not required pursuant to Section 251. 47 USC § 252(i) only requires an ILEC to make available "any interconnection, service, or network element" under the same terms and conditions as the original Interconnection Agreement. Directory Listings are not a Section 251 requirement subject to Section 252(i).</p> <p>b) BellSouth is required to provide access to its directory assistance database and charges fees to do so in both its Agreement and its tariff (such as Issue 15, DADAS). BellSouth is not required to provide an electronic feed of directory listings for DeltaCom customers.</p> <p>c) DeltaCom has the right to review and edit its customer's directory listings through access to their customer service records. BellSouth Telecommunications does not have a database through which review and edits of directory listings may be made. This issue is between DeltaCom and BellSouth Advertising & Publishing Company (BAPCO), and should not be the subject of a two party arbitration with BellSouth Telecommunications.</p> <p>d) If an error occurs in a Directory Listing, DeltaCom can request a credit for any monies billed that are associated with the charge for said listing pursuant to BellSouth's General Subscriber Service Tariff. Further, the issue of PMAP measurements should not be addressed in an arbitration with an individual CLEC.</p>	Open

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3	<p>Advance Notice of Changes to Resold Offerings (GTC – Section 20.3):</p> <p>a) Must BellSouth provide advance notice of changes to resale offerings?</p> <p>b) Can DeltaCom continue to receive the advance notice of 45 days as long as BellSouth continues to provide such notice to other CLECs?</p>			Closed
4	<p>Tax Liability (GTC – Section 13.1):</p> <p>Should language covering tax liability be included in the interconnection agreement and, if so, should that language simply state that each party is responsible for its tax liability?</p>			Closed
5	<p>Access to Pending Order Information and Status of Order Information (Attachment 6 – Sections 1.5.1 and 4.3):</p> <p>a) Should BellSouth be required to provide the same amount of pending order service detail to DeltaCom that BellSouth provides to its retail representatives?</p> <p>b) Should BellSouth be required to provide information regarding the status of an order to DeltaCom to the same degree as that it provides to its retail representatives?</p>			Closed

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6	Facility Check Information (Attachment 6 – Sections 1.7 and 4.4): Should BellSouth be required to provide to DeltaCom facility check information electronically in the same manner it does to BellSouth's retail operations?	Yes. BellSouth is providing such information in Tennessee. BellSouth will not agree to do so in other states unless it is ordered to do so by the other state commissions.	Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. Further, BellSouth does not validate facilities availability for its retail operations at the point of order negotiation with its end-user customer. Despite the ordered implementation of this functionality in Florida Service Quality Measurement hearings, impacted SQMs were initially based upon returning an FOC prior to facilities check. A change in functionality would also require a consideration for how the impacted measurements should be defined – an issue more properly placed in an SQM hearing.	Closed
7	Addition of Call Forwarding (Attachment 6 – Section 5.1.2): Should BellSouth be required to temporarily provide features on the same terms and conditions as that it provides to its retail customers?			Closed
8	Universal or Integrated Digital Loop Carrier ("UDLC/IDLC") Technology (Attachment 2 – Section 3.1): a) Should BellSouth be required to provide an unbundled loop using IDLC technology to DeltaCom which will allow DeltaCom to provide consumers the same quality of service (i.e., no additional analog to digital conversions) as that offered by BellSouth to its customers? b) What terms and conditions should apply with regard to UDLC?	a) Yes. IDLC technology is required to allow DeltaCom to provide the same quality of service to DeltaCom customers as that delivered by BellSouth to its customers. Both Alabama and Tennessee require the same quality of service, meaning no additional analog to digital conversions is necessary. DeltaCom proposed compromise language. b) Closed	a) Loops provided over IDLC are integrated into BellSouth's switch. Therefore, when a CLEC obtains a customer currently served by IDLC, it is necessary to provide a non-integrated facility to serve the customer. BellSouth has eight (8) alternatives for providing this non-integrated unbundled loop facility that are currently used by BellSouth when it is necessary to convert an IDLC loop to an unbundled loop facility. If DeltaCom wants a loop with particular transmission standards (other than voice grade), it should order such a loop or place a New Business Request (NBR) with BellSouth. b) Closed	Open as to subpart (a) Closed as to subpart (b)

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
9	OSS Interfaces (Attachment 6 – Section 3.2): Should BellSouth be required to provide interfaces for OSS to DeltaCom which have functions equal to that provided by BellSouth to BellSouth's retail division?	Yes. It is a requirement of the Telecom Act that OSS be nondiscriminatory.	The FCC and the nine state regulatory authorities for BellSouth's region have ruled in all of BellSouth's 271 applications that BellSouth provides nondiscriminatory access to its OSS for performing the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. To the extent DeltaCom seeks some modification to BellSouth's regional OSS, the appropriate forum is the CCP - not an individual interconnect agreement arbitration. Further, BellSouth believes that the current language contained in the Interconnection Agreement Sections 1.2 and 3.2 adequately states what BellSouth provides regarding interfaces to OSS.	Open
10	Completion Notifier (Attachment 6 – Section 4.2): Should BellSouth be required to provide DeltaCom a completion notifier?			Closed
11	Access to UNEs (Attachment 2 – Sections 1.1, 1.4 and 1.10): a) Should the interconnection agreement specify that the rates, terms and conditions of the network elements and combinations of network elements are compliant with state and federal rules and regulations? b) Must all network elements be delivered to DeltaCom's collocation arrangement? c) What standards should apply to network elements?	a) Several states have retain authority to establish UNEs. This agreement must be approved by state commissions and therefore must compliant with state orders and regulations. b) No. In fact, DeltaCom has network elements today that are not delivered to a collocation site. c) Closed	a) BellSouth contends that the interconnection agreement should specify that the rates, terms and conditions of network elements and combinations of network elements should be compliant with federal and state rules pursuant to Section 251 of The Act. The Interconnection Agreement is an agreement under Section 251. If a state commission orders BellSouth to provide access to network elements pursuant to any authority other than Section 251 (for example under a separate state statutory authority) those elements should not be required to be included in a Section 251 agreement. b) Not all UNEs terminate to a CLEC's collocation space, such as subloops. BellSouth's proposed language delineates those elements that do not terminate at the collocation space. c) Closed	Open as to subparts (a) and (b) Closed as to subpart (c)

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12	Reciprocity of UNE Services and Conditions (Attachment 2 – Section 1.3; Attachment 3 – Section 1.3): Should the interconnection agreement refer to both BellSouth and DeltaCom tariffs?			Closed
13	Testing of UNEs (Attachment 6 – Section 4.6.23): a) Should BellSouth be required to provide UNE testing results to DeltaCom? b) Should the parties be required to perform cooperative testing within two hours of a request from the other party?			Closed
14	Prohibition of Use of UNEs to Provide Wireless Service (Attachment 2 – Section 1.5): Should the interconnection agreement prohibit the use of UNEs to provide wireless telecommunications services?			Closed
15	DADAS (Attachment 2 – Section 13.6.1): Should the rates, terms and conditions for DADAS be included in the interconnection agreement?			Closed
16	Does Inside Wire Include Both Wire Owned and Controlled by BellSouth (Attachment 2 – Section 2.2.1): Should BellSouth be required to provide access to inside wire that is owned and/or controlled by BellSouth?			Closed

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
17	Provisioning and Cutovers (Attachment 2 – Section 3.7): What language should apply to provisioning and cutovers?			Closed
18	Testing of NXXs, Call Forwarding Variable and Remote Access to Call Forwarding Variable (Attachment 2 – Section 9.2.5.1; Attachment 6 – Section XX): a) Should DeltaCom have access to call forwarding variable and remote access to call forwarding variable when testing whether NXXs are being correctly translated in the BellSouth network? b) If so, what rates should apply?			Closed
19	Unbundled Remote Call Forwarding (“URCF”) (Attachment 2 – Section 9.2.5.1.3): Should the interconnection agreement include language that URCF will not be used to forward calls to another URCF or “similar service”?			Closed
20	SS7 (Attachment 2 – Section 16.1.3.2): a) Should BellSouth provide the option of a high speed link for SS7? b) Should BellSouth meet DeltaCom at the central office in the DeltaCom serving wire center?	a) Closed b) Yes. This issue regards SPOI (Point of Interconnection with Signaling services). DeltaCom is willing to have a single interconnection point in the BellSouth network for each STP pair and incur the cost from that meet point back to DeltaCom’s STPs. By meeting at the central office in the DeltaCom serving wire center, the parties mutually share transport facilities.	a) Closed b) BellSouth will meet DeltaCom at established SS7 gateways consistent with the manner BellSouth does for all other customers. BellSouth should not be required to absorb DeltaCom’s transport costs.	Open as to subpart b only.

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
21	Dark Fiber Availability (Attachment 2 – Section 8.1.1): Does BellSouth have to make available to DeltaCom dark fiber loops and transport at any technically feasible point?	Yes. BellSouth wants to require DeltaCom to pick up dark fiber loops only at the DeltaCom collocation site. In fact, the parties meet in locations other than a collocation site. It is technically feasible for BellSouth to make dark fiber loops available at other locations.	BellSouth's definitions of dark fiber comport with the definitions of loops and transport under the FCC's rules. BellSouth will make dark fiber loops available at DeltaCom collocations. DeltaCom apparently wishes to access dark fiber at points other than those specified by the FCC's rules. BellSouth believes it has no requirement to do so.	Open
22	Dark Fiber Parity (Attachment 2 – Section 8.2.1): Whether BellSouth should provide dark fiber to DeltaCom under the same terms and conditions that it provides to itself?			Closed
23	Dark Fiber Holding Period (Attachment 2 – Section 8.2.4): Should BellSouth hold the dark fiber for DeltaCom after receiving a valid, error-free LSR?			Closed
24	Rate and Provision of Performance Data (Attachment 2 – Sections 9.1.4, 15 and 11.3.2.3): a) Should BellSouth be required to provide performance data for customer line, traffic characteristics and common (shared) transport? b) What should be the rate for Performance Data that BellSouth provides to DeltaCom regarding customer line, traffic characteristics, and other information? BellSouth be required to provide performance data for end-user customer line, traffic characteristics and common (shared) transport?			Closed

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25	<p>Provision of ADSL Where DeltaCom is the UNE-P Local Provider (Attachment 2 – Section 8.4):</p> <p>Should BellSouth continue providing an end-user with ADSL service where DeltaCom provides UNE-P local service to that same end user on the same line?</p>	<p>Yes. DeltaCom has received consumer complaints that the consumer can't take DeltaCom voice service because if he or she does, BellSouth disconnects the consumer's ADSL service. This is an anticompetitive tying arrangement.</p>	<p>No. The FCC has made it clear that an incumbent LEC has <i>no</i> obligation to provide DSL service over a loop in situations where it is not the provider of voice service. The FCC has said: "Although the <i>Line Sharing Order</i> obligates incumbent LECs to make the high frequency portion of the loop available to competing carriers on loops where incumbent LECs provide voice service, it does not require that they provide [DSL] service when they are no[] longer the voice provider." Third Report and Order on Reconsideration in CC Docket No. 98-147 and Fourth Report and Order on Reconsideration in CC Docket No. 96-98, <i>Deployment of Wireline Services Offering Advanced Telecommunications Capability</i>, 16 FCC Rcd 2101, 2114 (2001) at ¶ 26. BellSouth should not be required to provide DSL services to end users who receive voice services from a UNE-P provider for a number of reasons, including: (1) a UNE-P line is not a BellSouth provided facility (i.e. the CLEC owns the entire loop); thus, BellSouth does not have access to the high frequency portion of the loop (HFPL) and lacks permission to provision DSL over this portion of the CLEC loop; (2) in order for BellSouth to be able to provide DSL over the CLEC's HFPL, BellSouth would need to negotiate contracts with each individual CLEC by individual state, which would be extremely time consuming and could potentially have severe operational implications as each CLEC may propose different requirements in order for us to use their spectrum. Some may not allow us to use their spectrum at all; (3) many databases would need to be created to track which CLECs are allowing us to use their spectrum, for which states, at what cost, and for which end users, and many system enhancements would need to be done to ensure our current systems would be able to interface with these databases. The procedures and costs (including who should pay) have not yet been finalized; (4) in order for BellSouth to recover its development costs for DSL over</p>	Open

(continued on next page)

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
25 (cont'd)			(continuation from previous page) UNE-P, we would either have to charge the CLEC, or the NSP or our shareholders. Either way, this would ultimately result in a higher cost for the end user, and would most likely make DSL less competitive compared to other broadband technologies. Furthermore, this would put the burden of whether CLECs provide their own DSL service on BellSouth; and (5) BellSouth provides wholesale DSL and FastAccess® on BellSouth-provided exchange line facilities. BellSouth's FCC Tariff No. 1, establishes DSL as an overlay service, and requires the existence of an "in-service, Telephone Company [i.e., BellSouth] provided exchange line facility." FCC Tariff No. 1, Section 7.2.17(A). A UNE-P line is not a BellSouth owned facility. Therefore, BellSouth should not be required to provide DSL over UNE-P.	
26	Local Switching – Line Cap and Other Restrictions (Attachment 2 – Sections 9.1.3.2 and 9.1.2): a) Is the line cap on local switching in certain designated MSAs only for a particular customer at a particular location? b) Should the Agreement include language that prevents BellSouth from imposing restrictions on DeltaCom's use of local switching? c) Is BellSouth required to provide local switching at market rates where BellSouth is not required to provide local switching as a UNE? d) What should be the market rate?	a) The existing contract language states that the four line cap only applies to a single physical end user location with four or more DSO equivalent lines. b) Yes. This language is in other carrier agreements and is in the parties' current interconnection agreement. c-d) This issue is subject to the provisions of the FCC Triennial Review order and the findings of the Commission in the impairment analysis prescribed by the order. To the extent BellSouth is allowed to price a service at market rates, those rates must be approved by the Commission and supported by relevant market data and analysis.	a) BellSouth did not list "a" as an issue. b) BellSouth is only required to provide local switching as set forth in FCC's rules, which do impose restriction on DeltaCom's use of local switching. BellSouth will provide local switching in accordance with FCC and Commission rules. This issue is more appropriately addressed in the Commission's Generic Local Switching Docket and, therefore, should be transferred to that docket. c) BellSouth will provide local switching at market-based rates where BellSouth is not required to unbundle local switching. d) An arbitration under §251 of the 1996 Act is not the appropriate forum for resolution of this issue.	Open a), c), d) Closed for AL, KY, MS and SC open in other states.

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27	Treatment of Traffic Associated with Unbundled Local Switching but Using DeltaCom's CIC (Attachment 2 – Section 9.1.7): Should calls originated by a DeltaCom end-user or BellSouth end-user and terminated to either DeltaCom or BellSouth be treated as local if the call originates and terminates within the LATAs?			Closed
28	Local Switching (Attachment 2 – Sections 9.1.3 through 9.1.63): Should the existing language in the interconnection agreement regarding local switching and other issues be maintained?			Closed
29	AIN Triggers (Attachment 2 – Section 9.1.4.16): Should BellSouth offer AIN triggers on a stand-alone basis via DeltaCom's interconnected STPs?			Closed
30	Provision of Combinations (Attachment 2 – Sections 1.3 and 1.7): a) Should BellSouth be required to provide combinations if they are technically feasible? b) Should BellSouth be required to provide DeltaCom the same conditions for network elements and combinations that BellSouth has provided to other carriers? c) What terms and conditions should apply to the provisions of combinations?			Closed

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31	EELs (Attachment 2 – Sections 10.2 and 10.3): Are new EELs ordered by DeltaCom subject to local use restrictions?			Closed
32	Availability of EELs (Attachment 2): Should EELs be available everywhere?			Closed
33	Special Access Conversions to EELs (Attachment 2 – Section 10.3.1): Can DeltaCom provide a blanket certification that refers to all three safe harbors for special access conversions?			Closed
34	Audits (Attachment 2): Should DeltaCom be required to reimburse BellSouth for the full cost of an audit?			Closed
35	Conversion of DS3 Special Access to EELs (Attachment 2): Should a “switch-as-is” non-recurring charge apply to conversions of special access DS3s to EELs as opposed to a non-recurring charge that is the sum of the elements? If so, what is the appropriate charge?			Closed
36	UNE/Special Access Combinations (Attachment 2 – Sections 10.7 and 10.9.1): a) Should DeltaCom be able to connect UNE loops to special access transport? b) Are special access services being combined with UNEs today?	a) Yes. The parties’ current interconnection agreement provides for this combination and it is in other interconnection agreements. b) In various circumstances, DeltaCom has had special access services in combination with UNE services.	a) The FCC Rules regarding combinations (47 C.F.R. 51.315) relate to combinations of UNEs. It contains no requirements for an ILEC to combine UNEs with tariffed services. Further, paragraph 28 of the June 2, 2000 Supplemental Order Clarification addressed this issue in rejecting MCI’s request to eliminate the prohibition on co-mingling. This issue is being addressed by the FCC in its Triennial Review. b) No.	Open

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37	<p>Conversion of a Special Access Loop to a UNE Loop that Terminates to DeltaCom's Collocation (Attachment 2):</p> <p>Where DeltaCom has a special access loop that goes to DeltaCom's collocation space, can that special access loop be converted to a UNE loop?</p>	<p>In some instances, DeltaCom has a Special Access loop that goes to DeltaCom's collocation. This is not a combination. The AT&T/BellSouth agreement provides that in such instances the special access loop can be converted to a UNE loop. DeltaCom has requested the same treatment. DeltaCom should be offered the same process. Otherwise it will be placed at a competitive disadvantage.</p>	<p>CLECs may order standalone UNEs in accordance with their interconnection agreements and may choose to roll traffic currently routed over an existing special access circuit to those UNEs. The conversion requirements specified by the FCC in the Supplemental Order Clarification apply only to conversions of special access circuits to loop and transport (EEL) UNE combinations. Neither the FCC Rules regarding combinations nor any FCC Order addresses, either directly or indirectly, conversions of stand-alone elements, which are, by definition, not combinations, but individual elements that terminate in a collocation arrangement.</p>	Open
38	<p>Hours of UNE/LCSC Center (Attachment 2 – Section 2.2.2.3):</p> <p>a) Should BellSouth be required to maintain UNE/LCSC hours from 8 a.m. to 5 p.m. local time?</p> <p>b) Must BellSouth finish a cutover once started?</p>			Closed
39	<p>Definition and Treatment of Local Traffic and Tandem Switching (Attachment 3):</p> <p>a) Should local traffic be defined as any call that originates and terminates within the LATAs, is originated by either a DeltaCom or BellSouth end-user, and is terminated to a DeltaCom or BellSouth end-user?</p> <p>b) Does DeltaCom's switch perform tandem switching?</p>			Closed

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40	Point of Interconnection ("POI") (Attachment 3): a) Can a CLEC select only one POI per LATIA? b) Should each party pay its own costs to reach that POI within the LATIA? c) Should DeltaCom's existing POIs be grandfathered (i.e., not moved to an end office)?			Closed
41	Percent Local Facilities ("PLF") (Attachment 3): Should DeltaCom report a PLF?			Closed
42	Audits of PIU/PLU (Attachment 3): Does a party have to pay for an audit if the reported factors are more than 20 percentage points overstated?			Closed
43	Trunk Group Service Request ("TGSR") (Attachment 3): Should both parties (not just DeltaCom) use the TGSR to order trunks?			Closed
44	Establishment of Trunk Groups for Operator Services, Emergency Services, and Intercept (Attachment 3): Should the interconnection agreement set forth the rates, terms and conditions for the establishment of trunk groups for operator services, emergency services, and intercept?	Yes. DeltaCom has its own operator/DA center and must be able to interconnect its TOPS platform with BellSouth's. DeltaCom is connected today and this mutually benefits BellSouth's operator services center as well as DeltaCom.	No. These services are no longer UNEs and are therefore provided under the access tariff, not the Agreement.	Open

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45	Switched Access Charges Applicable to BellSouth (Attachment 3 – Section 9.2): Should DeltaCom be able to charge BellSouth switched access charges where BellSouth is the interexchange carrier?	Yes. The interconnection agreement should be reciprocal.	No. BellSouth Long Distance (BSLD), not BellSouth Telecommunications, is the authorized interexchange carrier. Therefore, BellSouth Telecommunications should not be required to pay switched access charges to DeltaCom. Instead, DeltaCom and BSLD should negotiate the appropriate terms and conditions for the payment of switched access charges.	Open
46	BLV/BLVI (Attachment 3): Does BellSouth have to provide BLV/BLVI to DeltaCom consistent with the language proposed by DeltaCom?	DeltaCom has proposed language that is in the parties' current interconnection agreement. Unlike other CLECs, DeltaCom has its own operator/DA center and must be able to interconnect with BellSouth.	BellSouth will provide BLV/BLVI in a nondiscriminatory manner and at parity with how it provides such functionality to its retail customers.	Open
47	Compensation for the Use of DeltaCom's Collocation Space ("Reverse Collocation") (Attachment 4): Should BellSouth be required to compensate DeltaCom when BellSouth collocates in DeltaCom's collocation space? If so, should the same rates, terms and conditions apply to BellSouth that BellSouth applies to DeltaCom?	Yes. This is contained in existing interconnection agreement language. The same rates, terms and conditions that BellSouth applies to DeltaCom in this situation should also be applied to BellSouth when it collocates in DeltaCom's collocation space.	BellSouth does not collocate in any DeltaCom premises, as the term "collocation" is defined by the Telecommunications Act of 1996; therefore, BellSouth does not need a collocation agreement and should not be forced to enter into a collocation agreement with DeltaCom. BellSouth has never collocated its equipment in DeltaCom's central offices for the purposes of collocation, nor does BellSouth have such an intention.	Open
48	Provision of Terminations in Excess of Capacity of Equipment (Attachment 4 – Section 5.1.4): Should BellSouth limit the number of terminations?			Closed
49	Requirement to Provide List of Entities with an Interest in DeltaCom's Collocation Equipment (Attachment 4 – Section 5.2): Must DeltaCom provide to BellSouth a list of those entities with a security interest in equipment in DeltaCom's collocation space?			Closed

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50	Subsequent Application Fee and Application Modification (Attachment 4 - Section 6.3.1): Can BellSouth charge a subsequent application fee and/or other charges when no work is actually required?			Closed
51	Reciprocity of Charges (OSS Charges, Expedite Charges, "Change in Service Provider or Disconnect Charges", and any other Charges) (Attachments 1, 5 and 6): a) Is DeltaCom entitled to assess charges to BellSouth for work performed on LSRs sent from BellSouth to DeltaCom (i.e., an OSS charge)? b) Should DeltaCom be able to assess against BellSouth a "Change in Service Provider" charge? c) Should DeltaCom be able to assess charges for work or performance for BellSouth?			Closed
52	Sharing of Cost of Facilities for Transit Traffic: a) Should BellSouth share 50% of the cost of the interoffice dedicated transport and local channel when BellSouth routes its originating local traffic over the transit trunk group? b) Should DeltaCom be compensated for common transport and compensation minutes for this traffic?			Closed

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53	<p>Rates and Charges not Ordered by the Commission (All Rate Sheets; Attachment 6 – Section 6; Attachment 2 – Section 22.3.3):</p> <p>a) Should BellSouth be permitted to impose charges related to UNEs that have not been ordered by the Commission in its recent Order in the generic docket for setting UNE rates?</p> <p>b) Should BellSouth provide rate sheets for its contracts that specifically and separately identify those rates that have been approved by the Commission from those rates that BellSouth is proposing?</p>			Closed
54	<p>Reimburse Costs to Accommodate Modifications (Attachment 2 – Section 2.2.2.8):</p> <p>Can BellSouth impose a charge that has not been approved by the Commission for changes to an order after an FOC has been issued?</p>			Closed
55	<p>Resend of CFA Fee:</p> <p>Is the CFA fee reasonable and cost-based.</p>			Closed
56	<p>Cancellation Charges:</p> <p>a) May BellSouth charge a cancellation charge which has not been approved by the Commission?</p> <p>b) Are these costs already captured in the existing UNE approved rates?</p>	<p>a) No. Cancellation charges have not been approved by the Commission.</p> <p>b) The basis for a separate cost-based cancellation charge has not been established by BellSouth.</p>	<p>a) BellSouth is entitled to recover its costs for the provision of UNEs. To the extent that a particular element has not been ordered by the Commission in a generic proceeding and BellSouth proposes such rate in the context of negotiating an interconnection agreement BellSouth should not be precluded from litigating the issue before the Commission in the arbitration. Section 252(c)(2) of the Act clearly requires resolution of rates issues in an arbitration proceeding.</p> <p>b) These costs are not already recovered in the existing UNE approved rates.</p>	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTA COM POSITION	BELL SOUTH POSITION	ISSUE STATUS
57	<p>Rates and Charges for Conversion of Customers from Special Access to UNE-based Service (Attachment 2 – Section 2.3.1.6):</p> <p>a) Should BellSouth be permitted to charge for DeltaCom conversions of customers from a special access loop to a UNE loop?</p> <p>b) Should the conversion be completed such that there is no disconnect and reconnect (i.e., no outage to the customer)?</p>	<p>a) No. This is an administrative change only. The BellSouth and AT&T interconnection agreement permits AT&T to send a spreadsheet with a list of those Special Access circuits to be converted to a UNE loop that goes to a collocation.</p> <p>b) Yes. BellSouth has agreed to this process with AT&T. DeltaCom should be afforded the same or similar opportunities.</p>	<p>a) BellSouth is not required to perform conversions of special access to UNEs except for specific combinations. However, if BellSouth negotiates provision of such conversions pursuant to an NBR, such provision would be at market rates and would be outside the scope of the interconnection agreement.</p> <p>b) BellSouth is not required to perform conversions of special access to UNEs except for specific combinations.</p>	Open
58	<p>Unilateral Amendments to the Interconnection Agreement (Attachment 6 – Sections 1.8 and 1.13.2; Attachment 3):</p> <p>a) Should the Interconnection Agreement refer to BellSouth's website address to Guides such as the Jurisdictional Factor Guide?</p> <p>b) Should BellSouth be required to post rates that impact UNE services on its website?</p>	<p>a) No. BellSouth cannot be allowed to unilaterally modify the contract in a manner that could financially or operationally impair DeltaCom and its customers.</p> <p>b) Yes. DeltaCom had a service impacting situation where BellSouth modified certain USOCs and it was not clearly communicated that a contract revision was necessary in order to avoid the disruption.</p>	<p>a) Yes. Certain provisions of the Agreement should incorporate by reference various BellSouth documents and publications. BellSouth may, from time to time during the term hereof, change or alter such documents and publications as necessary.</p> <p>b) BellSouth's position is that we are not required to post rates when the carrier notification is posted on the website. The rates are provided to individual CLECs upon amendment, and BellSouth has agreed to provide DeltaCom with an amendment within 30 days of receipt of such a request.</p>	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
59	Payment Due Date (Attachment 7 – Sections 1.4 and 1.4.1): Should the payment due date be thirty days from the receipt of the bill?	Yes, BellSouth has a history of rendering bills late or in error. DeltaCom is receiving thousands of invoices from BellSouth and generally the bills are arriving more than seven days after the invoice date. Moreover, DeltaCom has found numerous errors and received credits from BellSouth in the millions of dollars due to such inaccuracies. DeltaCom should be permitted at least 30 days from the date of receipt of the bill to review the bill and make payment and/or lodge a dispute regarding the erroneous portion of the bill.	No. Payment should be due by the next bill date. BellSouth invoices DeltaCom every 30 days. To the extent DeltaCom has questions about its bills, BellSouth cooperates with DeltaCom to provide responses in a prompt manner and resolve any issue. It is reasonable for payment to be due before the next bill date.	Open
60	Deposits (Attachment 7 – Section 1.11): a) Should the deposit language be reciprocal? b) Must a party return a deposit after generating a good payment history?	DeltaCom and BellSouth are in continuing negotiations to resolve this issue. DeltaCom supports language that is consistent with FCC policy on deposits including the basic principles of reciprocity, non-discrimination, transparency, payment history for timely billed undisputed charges, and third party review. The parties also disagree regarding whether a deposit should be assessed at all. BellSouth is seeking more stringent deposit requirements than exist in the parties' current interconnection agreement. This is unreasonable and unsupported. DeltaCom has proposed language that more accurately reflects DeltaCom's years of timely payments to BellSouth.	a) The deposit language should not be reciprocal. BellSouth is not similarly situated with a CLEC provider and, therefore should not be subject to the same creditworthiness and deposit requirements/standards. If BellSouth is buying services from a CLEC provider's tariff, the terms and conditions of such tariff will govern whether BellSouth must pay a deposit. Thus, the interconnection agreement is not an appropriate location for a deposit requirement to be placed upon BellSouth. b) BellSouth should not be required to return a deposit after a CLEC generates a good payment history. Payment history alone is not a measure of credit risk.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
61	Method of Filing Billing Disputes (Attachment 7 – Section 3.2): Should BellSouth use the same form and procedure for submitting a billing dispute to DeltaCom that BellSouth imposes on DeltaCom?			Closed
62	Limitation on Back Billing (Attachment 7 – Section 3.5): What is the limit on back billing for undercharges?	It should be no longer than 90 days. Backbilling charges longer than 90 days is inappropriate between carriers.	BellSouth's limitations for back billing are pursuant to the applicable state's statute of limitation.	Open
63	Audits (Attachment 7): Is it appropriate to include language for audits of the parties' billing for services under the interconnection agreement?	Yes. DeltaCom offered the language from AT&T's Interconnection Agreement.	Adoptions pursuant to 47 USC § 252(i) are limited to network elements, services, and interconnection rates, terms and conditions and do not apply to other aspects of the Interconnection Agreement that are not required pursuant to Section 251. 47 USC § 252(i) only requires an ILEC to make available "any interconnection, service, or network element" under the same terms and conditions as the original Interconnection Agreement. Billing is not a Section 251 requirement subject to Section 252(i) and is, therefore, not subject to the pick and choose rule.	Open
64	ADUF: What terms and conditions should apply to ADUF?	DeltaCom has provided language regarding ADUF. Specifically, ADUF is the Access Daily Usage File. When DeltaCom buys unbundled local switching, BellSouth provides DeltaCom an ADUF record for the billing of the access charges. DeltaCom should not be billed for ADUF records associated with local calls.	DeltaCom is asking BellSouth to isolate and provide to them only certain ADUF records. BellSouth is not required to do this. Consistent with the FCC's 271 Orders in BellSouth's states, BellSouth provides competing carriers with complete, accurate, and timely reports on the service usage of their customers in substantially the same manner that BellSouth provides such information to itself. If DeltaCom wants a customized report, it should file a New Business Request.	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELL SOUTH POSITION	ISSUE STATUS
65	<p>Notification of Changes to OSS and Changes of Business Rules/Practices (Attachment 6 – Sections 1 and 1.13.2):</p> <p>a) Should BellSouth provide notice via telephone or e-mail when there are going to be changes to OSS with less than 60 days advance notice?</p> <p>b) Must BellSouth be required to provide notice 60 days in advance of deployment of OSS changes that would impact DeltaCom?</p>	<p>a) Closed</p> <p>b) Yes. DeltaCom must have advance notice of changes to OSS and/or business rules or products. DeltaCom has experienced disruptions where BellSouth has failed to provide such notice. Like BellSouth, DeltaCom has vendor relationships that require sufficient lead time to make necessary changes.</p>	<p>a) Closed</p> <p>b) BellSouth will notify DeltaCom of changes to ordering and pre-ordering interfaces and business rules via the appropriate BellSouth website 30-days prior to such changes. BellSouth will provide DeltaCom with a list of postings to the website on a daily basis.</p>	Closed as to Issues 65(a)&(b)
66	<p>Testing of End-User Data (Attachment 6 – Section 1.3):</p> <p>Should BellSouth provide testing of DeltaCom end-user data to the same extent BellSouth does such testing of its own end user data?</p>	<p>Yes. A set of test cases with controlled data is required. BellSouth's retail operation is able to test its code prior to deployment and see the results in ordering, provisioning, maintenance and billing venues. DeltaCom should have parity.</p>	<p>Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. In addition, BellSouth provides CLECs with access to the two testing environments: the traditional testing environment (used where a CLEC is shifting from manual to an electronic environment, or upgrading its electronic interface to a new industry standard) and the CLEC Application Verification Environment ("CAVE"), which allows CLECs to perform optional, functional, and pre-release testing for EDI, TAG, and LENS. These test environments are governed under CCP and were found compliant by the each of the state regulatory authorities in BellSouth's nine-state region as well as the FCC for BellSouth's 271 applications with regard to providing CLECs with a stable test environment.</p>	Open

ISSUE NO.	ISSUE DESCRIPTION	DELTACOM POSITION	BELLSOUTH POSITION	ISSUE STATUS
67	Availability of OSS Systems (Attachment 6 – Section 3.3): May BellSouth shut down OSS systems during normal working hours (8 a.m. to 5 p.m.) without notice or consent from DeltaCom?	Under no circumstances should BellSouth shut down DeltaCom's access to OSS during normal working hours without notice or consent of DeltaCom. DeltaCom schedules staff based on published hours of support. When BellSouth takes down all systems during normal business hours, DeltaCom is paying employees who have no tools to conduct customer transactions with BellSouth.	Arbitration is not the appropriate forum for the resolution of this issue. This issue involves process and systems changes that affect all CLECs on a regional basis and should be addressed in the CCP. In addition, BellSouth provides DeltaCom and all CLECs with OSS system availability times. At certain times these systems are not available due to scheduled maintenance or upgrades. These are normally performed during off peak hours. CLECs are given notice as governed under CCP when OSS systems will not be available during normal availability hours.	Open
68	Provision of Customer Service Records: What requirements should apply to the provision of customer service records?			Closed
69	Inadvertent Transfer of Customers: Should there be a process to allow a carrier to return a customer to its preferred provider in situations where the customer was inadvertently transferred to either DeltaCom or BellSouth?			Closed
70	Reimbursement of Costs for Trouble Analysis and Error Resolution: Should BellSouth reimburse DeltaCom for DeltaCom's costs where BellSouth's errors require DeltaCom to do trouble analysis and error resolution?			Closed
71	Reciprocity of Porting Procedures: Should the parties utilize the same porting procedures?			Closed

CERTIFICATE OF SERVICE

I hereby certify that on July 14, 2003, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

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